

DBHDS
**Department of Behavioral Health
and Development Services**

ISSUE DATE: July 1, 2014	REQUEST FOR PROPOSAL #: 720-04404-14C
ISSUING AGENCY and ADDRESS: Department of Behavioral Health and Developmental Services; P.O Box 1797 Richmond, VA 23218-1797	PLACE OF PERFORMANCE: Statewide
TITLE: Children and Adolescent Inpatient Psychiatric Hospital Beds and all related services	PERIOD OF PERFORMANCE: One Year from Date of Award; Five (5) One-Year Renewals
PROPOSAL DUE DATE & TIME: July 29, 2014 @ 3:00 PM Local Prevailing Time	CONTRACTING OFFICER/CONTACT: Chris Foca, chris.foca@dbhds.virginia.gov or 804-371-2433

IF PROPOSALS ARE MAILED, SEND TO **P.O Box 1797 Richmond, VA 23218-1797**;

IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: **Jefferson Building, 8th Floor, Office of Administrative Services, 1220 Bank Street, Richmond, VA 23218**

Please note Due Date/Time Above – Late Proposal WILL NOT be accepted under any circumstances

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

NAME AND ADDRESS OF FIRM:

Telephone: _____

FAX No.: _____

E-Mail Address: _____

Virginia Offeror License No: _____

eVA Vendor ID or DUNS No: _____

BY: _____

Name & Title: _____

(Please Print)

Date: _____

BUSINESS SIZE AND CLASSIFICATION (Check all that apply)

☐ Small Business

☐ Large Business

☐ Woman-Owned Business – Small

☐ Woman-Owned Business – Large

☐ Minority-Owned Business – Small

☐ Minority-Owned Business – Large

☐ Offeror is Certified by Dep. of Minority Business Enterprise (DMBE); Certification # _____

☐ Offeror is an eVA Registered Vendor; Vendor # _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

FORM 1 – Fax Back Solicitation Questions
(Offerors to reproduce as needed.)
No Fax Cover Sheet Is Required.

FAX BACK: Questions will be accepted through July 14, 2014 – 3:00 PM EST

TO: Procurement Operations, Office of Administrative Services
Virginia Dept. of Behavioral Health and Developmental Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

Fax Phone:

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1. PREFACE

This Request for Proposal (RFP) is issued in accordance with the General Terms and Conditions and Special Terms and Conditions and by the laws of the Commonwealth of Virginia. No payments shall be made to the Offeror for the development and submission of a proposal in response to this RFP. The Department of Behavioral Health and Development Services (DBHDS) reserves the right to cancel this solicitation in whole or in part and without explanation at the sole discretion of the Department.

2. PURPOSE

The Department of Behavioral Health and Development Services seeks to contract with a Centers for Medicare and Medicaid Services (CMS) fully accredited, Commonwealth of Virginia licensed inpatient psychiatric facility for the provision of intensive inpatient psychiatric beds and/or psychiatric bed capacity and all professional, psychiatric, medical, nursing and ancillary services on a 24/7 day basis to children and adolescents (until age 21) behavioral health patients of the Commonwealth of Virginia who access the proposed service through Temporary Detention Orders (TDOs) or involuntary commitments. The Commonwealth may award multiple contracts through the issuance of this RFP. The awarded contract(s) will have a one-year term with five (5), one-year option periods.

3. BACKGROUND

The Virginia Department of Behavioral Health and Developmental Services (DBHDS) is the executive branch agency charged with providing publicly funded services to persons with or at risk of mental illness as outlined in §37.2 of the Code of Virginia. The department carries out policies established by the Virginia General Assembly and assures services are available to the all Virginia citizens. Publicly funded care is accessed at the local level through a system of forty (40) Community Services Boards and Behavioral Health Authorities (CSB/BHAs) that serve a specific geographic area. These CSB/BHA catchment areas can be one jurisdiction or multiple counties.

Along with service provided by the CSB/BHAs the Department directly operates ten (10) in-patient hospitals and mental health institutes to serve those suffering from acute mental illness. These hospitals serve to complement the community based, independently and privately run psychiatric hospitals. Individuals receiving services can access a hospital's care through a number of avenues including self admission on a voluntary basis or under a court issued temporary detention order (TDO). In all cases the state hospital provides services to the individual regardless of current or past behavioral issues, medication use or the person's medical fragileness.

Chapter 691, 2014 Acts of Assembly designates state hospitals as the facility of last resort for all TDOs. Translated the bill requires the state to ensure sufficient bed capacity at its facilities at all times throughout the year. Historically pressure has been placed on the system when community hospitals communicate they are unable to serve persons demonstrating specific confounders such as: acute medical condition(s); history or current behavioral issues – aggression; presence of ID/DD; brain injury; and sexual offenses or other serious legal charges.

To accomplish the goal of serving all persons, the department will contract with private providers to purchase bed days, as available, when the state needs additional capacity. Further the department seeks to contract with providers in the least restrictive manner and retain the ability to secure a bed for all patients regardless of past/current behavioral concerns, current medications or physical health concerns, brain injuries, sexual offenses or other legal involvement, or other exclusionary criteria. Patients may have a secondary diagnosis of developmental/intellectual disability or other physical illness.

4. REQUIREMENTS

The Department, as part of any contract with a provider, requires participating facilities agree to the following:

- Bill third party insurance companies for services provided.
- Offset the negotiated comprehensive daily rate with any first third party reimbursement.
- Agree to serve persons residing outside local community based on state need.

5. SPECIFIC TASKS AND DELIVERABLES

In performance of the contract and the provision of psychiatric beds, the hospital/facility will at a minimum establish and adhere to the following:

5.1 Patient Care

- 5.1.1 Provider shall be responsible for establishment and implementation of all policies and procedures related to patient management and service delivery, to include admission criteria, evaluation, treatment and discharge of patients, subject to the review and approval of OBH.
- 5.1.2 For patients admitted under TDO, there shall not be a default to civil commitment, and assessment shall consider whether commitment is necessary, such that rates of commitment for patients admitted under this contract shall approximate rates for other similar patients
- 5.1.3 Provider shall assure that staff for each of the units conducts all activities in compliance with state and federal statutes and regulations.
- 5.1.4 Provider shall ensure appropriate treatment programs and services for all units, as approved by OBH. Daily patient care, including diagnosis, development of the treatment plan, revisions to the treatment plan, and discharge planning are the responsibility of the licensed physician who is a member of the facility's Medical Staff and practicing on the Unit.
- 5.1.5 Provider shall ensure that discharge planning occurs for each patient that includes active coordination of appropriate and available post discharge supports with the patient's CSB/BHA beginning upon admission, as specified in VA §37.2-505. Discharge planning should not assume a discharge to CCCA and the expectation is that discharge to CCCA will be relatively infrequent
- 5.1.6 Provider shall ensure patients are provided with a thirty (30) day supply of necessary medications upon discharge to allow adequate time to schedule and follow-up with physician. Medications would be billed separately, on a cost-reimbursable basis.
- 5.1.7 Provider shall assure the availability of adequate numbers of appropriately qualified clinical support staff to render treatment services to include, at a minimum, psychiatric, psychological, social work, psychiatric nursing, occupational therapy and recreational therapy services.
- 5.1.8 All provider personnel shall be appropriately trained, experienced and licensed to meet the responsibilities in providing a comprehensive treatment program.
- 5.1.9 Provider shall assure that all employees attend all required meetings, including but not limited to facility orientation, in-services, fire/safety and disaster drills as stated in provider policies and procedures manual.
- 5.1.10 Those personnel who provide patient care that requires delineation through the medical staff process must be competent to provide such services. Competency assessments shall be performed as required and documentation of these assessments shall be included in the records of the provider. This documentation shall be provided to OBH upon request and at the end of the contract period.
- 5.1.11 Provider shall assure that prospective employees meet all of the facility employment criteria. Provider shall assure all current and prospective employees are screened in accordance with Code of Virginia §37.2-416 Background Checks for 'Direct Care Positions'.
- 5.1.12 Provider shall develop a process, to include a timeline, for coordinating the reporting of performance deficiencies of employees.

5.1.13 Provider shall assure that professional clinical support staff meet all applicable licensing and certification board requirements, and shall monitor job performance to assure the quality and appropriateness of care delivery.

5.1.12 Provider shall determine the numbers and types of nursing personnel and staff necessary to provide psychiatric services at a minimum consistent with all standards governing such services. Provider shall provide adequate oversight and evaluation of the nursing activities and shall maintain a record for review by OBH.

5.1.13 Provider shall assure an organizational structure, which will allow staff to work closely and cooperatively with the facility Compliance Officer to ensure that the hospital is in compliance with licensure and accreditation, as well as federal and state laws.

5.2 Patient Records

5.2.1 Provider shall be responsible for the care and custody of the medical record of each patient admitted to and discharged from the units through the Medical Records Department.

5.2.2 Provider shall assure that the content and care of the medical record meets all applicable Centers for Medicare and Medicaid Services (CMS) criteria and any other applicable standards including medical records maintenance and retention standards.

5.2.3 Admission and discharge records of patients admitted to the units shall be maintained in the Medical Records Department in accordance with CMS guidelines and Virginia Minimum Licensing Standards.

5.3 Selection of Staff:

Provider is responsible for all hiring of staff assigned to each of the units. Provider shall provide in-service orientation to all Unit employees on all applicable procedures, policies, and plans to ensure compliance with appropriate hospital, licensure, accreditation, state and federal rules and regulations. Copies of these documents shall be provided to OBH at the beginning of the contractual period and shall be kept updated in the same fashion as other departments in the facility.

5.4 Fiscal Requirements:

5.4.1 Provider shall be responsible for maintaining support records to substantiate costs attributable to the unit and for maintaining statistical data necessary to support the basis for allocation of any shared costs.

5.4.2 Any alterations or modifications to the physical plant as may be required for continued compliance with all state and federal regulations shall be the responsibility of the provider.

5.5 Support Services:

Provider shall be responsible for the provision of all support care services necessary for operation of the units, to include all necessary medical and non-medical supplies, pharmaceuticals, ancillary services, maintenance and environmental services, dietary services and security services. All such services shall be provided in accordance with all applicable licensing, accrediting, and regulatory body standards and criteria.

5.6 Risk Management:

The requirements, policies and procedures regarding risk management issues are to be used by the units for all risk management issues. These requirements, policies and procedures are to form the basis for defining "critical incidents" on the unit and for the process and timeline to be used in reporting of "critical incidents" by the unit.

5.7 Accreditation:

The provider shall maintain current accreditation by a recognized accrediting organization, i.e. Joint Commission on Accreditation of Healthcare Organizations (TJC). Any threat of the loss of accreditation or the failure to maintain the conditions of participation for CMS must be immediately reported to the Assistant Secretary for OBH.

5.8 Reporting:

The provider shall on a monthly basis submit to the department reports including:

Total Number of Admissions

Per Individual

- Legal Status at time of admission
- Age
- Diagnosis
- Discharge Date
- Length of Stay
- Transfer status to a state hospital

6. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

6.1 In order to be considered for selection Offerors must submit a complete response to this RFP by the closing date of July 14, 2014 at 3:00pm local prevailing time. One (1) original marked "ORIGINAL" and five (5) copies plus one (1) complete electronic copy must be submitted to the DBHDS in PDF format. The Offeror shall make no other distribution of the proposal. In addition, the Offeror shall submit one (1) redacted (proprietary and confidential information removed) electronic copy in PDF format of their Technical and Cost Proposal.

6.2 General Instructions

- 6.2.1 Proposals shall be submitted in accordance with the following instructions. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
- 6.2.2 Proposals should be clear and concise, providing straightforward so that the DBHDS evaluators may properly assess your capabilities to perform the services.
- 6.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
- 6.2.4 The proposals should be typed, bound, single-spaced with an 11-point font on 8 1/2" x 11" paper with 1" margins, page-numbered, and printed on one side only. It shall be acceptable for Offerors to use a larger font size for section headings or a smaller font size for footers, tables, graphics,

exhibits, or similar sections. Larger graphics, exhibits, organization charts, and network diagrams may be printed on larger paper as a foldout if 8 ½" x 11" paper is not practical. Each copy of the Technical Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. Each original of the proposal should be bound in single volumes. Each copy shall be bound separately.

- 6.2.5 As used in this RFP, the terms "must", "shall", "should" and "may" identify criticality or requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors' proposal.
- 6.2.6 Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DBHDS, may result in rejection of the proposal.

6.3 Oral Presentations

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but to in no way change the Offeror's original proposal. At the sole discretion of DBHDS, oral presentations may be via a telephone conference call. Oral presentations are an option of the agency and may or may not be conducted.

6.4 Specific Instructions

Offerors are required to submit the following items as part of their complete proposal. Missing information will deem the proposal nonresponsive. Proposals are limited to 20 pages total.

- 6.4.1 Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

6.4.2 Executive Summary

The Executive Summary Chapter shall highlight the Offeror's:

- a. Understanding of the need for inpatient acute psychiatric bed and the state's requirements
- b. Qualifications and Experience to serve as Provider for the project.
- c. Overall Approach to the project and a summary of the contents of the proposal.

6.4.2.1 Hospital/Provider Qualification and Experience

- a. Organization Status:
 1. The name of the Hospital's medical director and director of the psychiatric services department;
 2. The names, addresses, and telephone numbers of principal officers (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers);
 3. The name of the parent organization and major subsidiaries;
 4. Corporate Structure and Date of Incorporation
 5. Any specific licenses, certifications, or accreditation held by the Offeror.
- b. Corporate Experience:
 1. The Offeror's overall qualifications to carry out a project of this nature and scope;
 2. Any other related experience the Offeror thinks is relevant for consideration by DBHDS;
 3. The Offeror shall indicate whether the Offeror has had a contract terminated, for any reason, within the last 5 years, and explain the reason; and

6.4.3 Volume I – Technical Proposal

The Offeror shall fully describe how it intends to meet all Technical Proposal requirements listed in this RFP. DBHDS does not want a "re-write" of the RFP requirements. Specifically, the Offeror shall describe in detail the approach it will use to perform each of the required tasks, and shall include:

1. A statement of the Offerors agreement with Department requirements in Section 4. Offerors requiring time to implement services must clearly state a start date services can be provided.
2. Detailed description of psychiatric department, philosophy towards the provision of psychiatric services, conduct assessments to establish diagnosis, treatment needs, clinical and psychopharmacologic risks, and needs upon discharge; provision of such treatment services needed to individuals to affect discharge; and assure the safety of the individual while receiving treatment and support services.
3. A statement on how a state level psychiatric bed purchase contract would impact any current contract(s) with local government or other payers.
4. Identify (and justify) any patient population for which the Offeror will not accept or cannot serve.

6.4.4 Volume II – Cost Proposal

1. Provider shall complete and submit Attachment A Cost Proposal. Pricing submitted must be inclusive off all service provisions. The department will not accept proposals on a line item basis.
2. Completion of the Small Business Subcontracting Plan – Attachment B

6.4.5 Volume III – Required Forms

Offerors must submit the following forms with their proposals

1. Attachment 1 – Contractor Data Sheet
2. Attachment 2 – State Corporation Commission Form
3. Attachment 3 – Exceptions to RFP
4. Attachment 4 – Proprietary/Confidential Information Identification

7 EVALUATION AND AWARD CRITERIA

7.1 Proposal will be evaluated by DBHDS using the following criteria

7.1.1 Cost (35 pts)

- 7.1.2 Offeror's ability to provide acute inpatient psychiatric services and psychiatric bed days as evidenced by the current provision of similar services and a system of care (30 pts)
- 7.1.3 Qualifications of key staff including medical director and director of psychiatric services (15 pts)
- 7.1.4 Small Business plan (20 pts)
- 7.1.5 Agreement to serve the targeted population. Points awarded based on the Offeror's commitment to serve all persons.

8 CONTRACT AWARD

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above.

Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its sole opinion, has made the best proposal, and shall award the contract to that Offeror.

The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.)

Should the DBHDS determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Offeror's proposal as negotiated.

9 Multiple Awards

The Purchasing Agency reserves the right to make multiple awards if, in the sole determination of the Purchasing Agency, it is deemed advantageous to do so to ensure statewide coverage of services or to achieve economy or efficiency in the project.

GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offers) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offers), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**
- Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement

cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The

bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> § 8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SPECIAL TERMS AND CONDITIONS

The following Terms and Conditions will be incorporated into any contract awarded through the solicitation for Psychiatric Bed Purchase.

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
 - b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable

30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (one year)/(4 successive one year periods) under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

- a. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the _____. (This will be filled in at time of award)

6. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number RFP No.

City, State, Zip Code RFP Title

DMBE-certified Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

7. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature

furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

8. **LIMITATION OF LIABILITY:** To the maximum extent permitted by applicable law, the contractor's liability under this contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this contract shall not exceed the greater of \$1,000,000 or 3 times the amount of money paid to the contractor under this contract during the twelve month period preceding the event or circumstance giving rise to such liability. The contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
9. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
 - A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential bidders/offerors are required to submit a Small Business Subcontracting Plan. Unless the bidder/offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No bidder/offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
 - B. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

11. **PRICE ESCALATION/DE-ESCALATION:** No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office. However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor’s request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor’s suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

12. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable

information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

15. **CONTINUITY OF SERVICES:**

- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

16. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

17. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide

services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

18. **METHOD OF PAYMENT:** Offerors will be paid net 30 after receipt of a proper invoice for the number of assessments completed in the previous month. Offerors should submit invoices by the 10 business day of the month. All invoices must include the unique contract #, Month of Service and number of Completed Assessments. Failure to include required elements from the invoices may result in the invoice being returned for correction.

Attachment A – Cost Proposal

Hospital Name:
Hospital Address:
Date of
Submission:

Type of Service	Cost per Day (all inclusive)
Per Diem Psychiatric Bed Purchase Provision of Acute Inpatient psychiatric bed(s) and all psychiatric and ancillary services, including by not limited to: <div>Intake Coordination Assessment Patient Stabilization Development of Treatment Medication review and determination Individual Therapy Discharge Planning</div>	<div>\$</div>

Attachment B – Small Business Plan
SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each Offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**:

☐ Small Business
☐ Small and Women-owned Business
☐ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

**ATTACHMENT 1
CONTRACTOR DATA SHEET**

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____years _____months.
3. REFERENCES: Offerors shall provide a list of at least four recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION
TELEPHONE

ADDRESS

CONTACT PERSON

- a.) _____
- b.) _____
- c.) _____
- d.) _____

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

5. Are you a subsidiary firm: ___YES ___NO If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to who further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____

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ATTACHMENT 2

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

- ☐ Is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- ☐ Is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the box at the end of this paragraph if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

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ATTACHMENT 3

EXCEPTIONS TO RFP

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the Terms and Conditions of this RFP and any amendments as issued without exception. In addition, Offerors should note below any relevant additional services not previously covered in the RFP document that they would like included. Please be detailed in your response.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Name of Firm/Offeror: _____

Signature: _____

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

ATTACHMENT 4

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.